

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

MELINDA STINCHFIELD,

Plaintiff,

CASE NO.: 14-cv-559 DWF-TNL

v.

**ANSWER OF DEFENDANT
MEDICREDIT, INC.**

MEDICREDIT, INC.,

Defendant.

Defendant MediCredit, Inc. (“MEDICREDIT”), as and for its Answer to the Complaint of Melinda Stinchfield (“Plaintiff”), in the above-entitled matter, denies each and every allegation contained therein, unless otherwise admitted or qualified herein, and states and alleges as follows:

In response to the Introduction paragraph in Plaintiff's Complaint, MEDICREDIT denies all allegations set forth therein.

1. In response to Paragraph 1 of Plaintiff’s Complaint, MEDICREDIT admits that the statutes referenced allow for jurisdiction before this Court but denies that it violated any law.

2. MEDICREDIT has insufficient information and knowledge to either admit or deny the allegations set forth in Paragraph 2 of Plaintiff’s Complaint and therefore denies the same.

3. MEDICREDIT has insufficient information and knowledge to either admit or deny the allegations set forth in Paragraph 3 of Plaintiff's Complaint and therefore denies the same.

4. MEDICREDIT admits the allegations set forth in Paragraph 4 of Plaintiff's complaint.

5. MEDICREDIT has insufficient information and knowledge to either admit or deny the allegations set forth in Paragraph 5 of Plaintiff's Complaint and therefore denies the same.

6. MEDICREDIT admits the allegations set forth in Paragraph 6 of Plaintiff's Complaint.

7. In response to Paragraph 7 of Plaintiff's Complaint, MEDICREDIT denies that a tort occurred and therefore denies this paragraph in full.

8. MEDICREDIT has insufficient information and knowledge to either admit or deny the allegations set forth in Paragraph 8 of Plaintiff's Complaint and therefore denies the same.

9. MEDICREDIT has insufficient information and knowledge to either admit or deny the allegations set forth in Paragraph 9 of Plaintiff's Complaint and therefore denies the same.

10. MEDICREDIT has insufficient information and knowledge to either admit or deny the allegations set forth in Paragraph 10 of Plaintiff's Complaint and therefore denies the same.

11. MEDICREDIT has insufficient information and knowledge to either admit or deny the allegations set forth in Paragraph 11 of Plaintiff's Complaint and therefore denies the same.

12. In response to Paragraph 12 of Plaintiff's Complaint, MEDICREDIT admits that the number referenced is a number used by MEDICREDIT. To all remaining extents, MEDICREDIT has insufficient information and knowledge to either admit or deny the remaining allegations.

13. MEDICREDIT has insufficient information and knowledge to either admit or deny the allegations set forth in Paragraph 13 of Plaintiff's Complaint and therefore denies the same.

14. MEDICREDIT has insufficient information and knowledge to either admit or deny the allegations set forth in Paragraph 14 of Plaintiff's Complaint and therefore denies the same.

15. In response to Paragraph 15 of Plaintiff's Complaint, MEDICREDIT admits that it left messages as alleged and states that all such messages speak for themselves. MEDICREDIT denies all allegations inconsistent with its messages, if any.

16. MEDICREDIT has insufficient information and knowledge to either admit or deny the allegations set forth in Paragraph 16 of Plaintiff's Complaint and therefore denies the same.

17. MEDICREDIT has insufficient information and knowledge to either admit or deny the allegations set forth in Paragraph 17 of Plaintiff's Complaint and therefore denies the same.

18. MEDICREDIT denies the allegations set forth in Paragraph 18 of Plaintiff's Complaint.

19. MEDICREDIT denies the allegations set forth in Paragraph 19 of Plaintiff's Complaint.

20. MEDICREDIT denies the allegations set forth in Paragraph 20 of Plaintiff's Complaint.

21. MEDICREDIT has insufficient information and knowledge to either admit or deny the allegations set forth in Paragraph 21 of Plaintiff's Complaint and therefore denies the same.

22. MEDICREDIT has insufficient information and knowledge to either admit or deny the allegations set forth in Paragraph 22 of Plaintiff's Complaint and therefore denies the same.

23. MEDICREDIT has insufficient information and knowledge to either admit or deny the allegations set forth in Paragraph 23 of Plaintiff's Complaint and therefore denies the same.

24. MEDICREDIT has insufficient information and knowledge to either admit or deny the allegations set forth in Paragraph 24 of Plaintiff's Complaint and therefore denies the same.

25. MEDICREDIT has insufficient information and knowledge to either admit or deny the allegations set forth in Paragraph 25 of Plaintiff's Complaint and therefore denies the same.

26. MEDICREDIT admits the allegations set forth in Paragraph 26 of Plaintiff's Complaint.

27. MEDICREDIT denies the allegations set forth in Paragraph 27 of Plaintiff's Complaint.

28. MEDICREDIT denies the allegations set forth in Paragraph 28 of Plaintiff's Complaint.

29. In response to Paragraph 29 of Plaintiff's Complaint, MEDICREDIT restates, realleges and incorporates by reference Paragraphs 1 through 28 of this Answer as though fully stated herein.

30. MEDICREDIT denies the allegations set forth in Paragraph 30 of Plaintiff's Complaint.

31. In response to Paragraph 31 of Plaintiff's Complaint, MEDICREDIT restates, realleges and incorporates by reference Paragraphs 1 through 30 of this Answer as though fully stated herein.

32. MEDICREDIT denies the allegations set forth in Paragraph 32 of Plaintiff's Complaint.

33. MEDICREDIT denies the allegations set forth in Paragraph 33 of Plaintiff's Complaint.

34. In response to Paragraph 34 of Plaintiff's Complaint, MEDICREDIT restates, realleges and incorporates by reference Paragraphs 1 through 33 of this Answer as though fully stated herein.

35. MEDICREDIT denies the allegations set forth in Paragraph 35 of Plaintiff's Complaint.

36. In response to Paragraph 35 of Plaintiff's Complaint, MEDICREDIT restates, realleges and incorporates by reference Paragraphs 1 through 35 of this Answer as though fully stated herein.

37. MEDICREDIT denies the allegations set forth in Paragraph 37 of Plaintiff's Complaint.

38. MEDICREDIT states that Plaintiff has failed to make any allegations in Paragraph 38 of Plaintiff's Complaint and that no response is therefore required.

AFFIRMATIVE DEFENSES

FIRST DEFENSE

Plaintiff fails to state a claim upon which relief may be granted.

SECOND DEFENSE

Any violation of the law or damage suffered by Plaintiff, which MEDICREDIT denies, was due to the affirmative actions and/or omissions of Plaintiff or others, and does not give rise to any liability of MEDICREDIT or claim of damages against MEDICREDIT.

THIRD DEFENSE

Any violation of any law, which MEDICREDIT denies, was the result of a bona fide error, notwithstanding the maintenance of procedures reasonably adapted to avoid such errors.

FOURTH DEFENSE

Plaintiff provided her express consent to receive call on her cell phone.

WHEREFORE, MEDICREDIT prays for an order and judgment of this Court in its favor against Plaintiff as follows:

1. Dismissing all causes of action against MEDICREDIT with prejudice and on the merits; and,
2. Awarding MEDICREDIT such other and further relief as the Court deems just and equitable.

Dated: March 4, 2014

MOSS & BARNETT
A Professional Association

s/ Michael S. Poncin

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